

**NORTH CAROLINA
DURHAM COUNTY**

**CDBG Agreement
between the City of Durham and
McCormack Baron Salazar Development Inc.**

THIS AGREEMENT is entered into as of the _____ day of _____, 2014, by the City of Durham, North Carolina ("Grantee") and McCormack Baron Salazar Development, Inc. ("Site Developer"), a corporation organized and existing under the laws of the State of Missouri.

WHEREAS, the Grantee competitively procured McCormack Baron Salazar, Inc., a Missouri corporation (the "Master Developer"), to serve as the master developer, itself or through its affiliated entities, of an approximately 20-acre subdivision previously known as Rolling Hills and currently known as The Lofts at Southside and related areas (the "Revitalization Area"), and in connection therewith to provide development services including, among other things, those services described herein (the "Services"); and

WHEREAS, the Site Developer is an affiliate of the Master Developer experienced in performing services of the same nature as the Services; and

WHEREAS, the Parties desire to enter into this Contract in order to set forth the terms and conditions pursuant to which the Site Developer will provide the Services; and

WHEREAS, the Grantee desires to pay for the Services with certain funds from the Community Development Block Grant program (CDBG) as prescribed under the Housing and Community Development Act of 1974, as amended, with said grant being made available through the U.S. Department of Housing and Urban Development (HUD) and being designated as HUD grant number B-13-MC-37-0004 and known as the "grant"; and

WHEREAS, the Site Developer agrees to abide by each paragraph of this Agreement and its attachments and all procedures, rules and regulations imposed upon the Grantee's contractors by HUD in connection with Grantee's receiving the federal grant referenced above; and

WHEREAS, the Services are eligible activities for assistance with CDBG funds as set forth in 24 CFR Part 570.201 and meet the national objective for low- and moderate-income benefit activities set forth in 24 CFR Part 570.208 as required by the Housing and Community Development Act of 1974.

WHEREAS, the Site Developer further agrees that all activities conducted under the Agreement shall be of a type authorized by the provisions of Part 8, Article 19 of Chapter 160A of the General Statutes of North Carolina, as amended by Chapter 206 of the Session of laws of 1987.

NOW, THEREFORE, in consideration of the mutual promises herein exchanged by and between the parties, it is agreed as follows:

SECTION 1. SCOPE OF SERVICES.

The Site Developer promises to perform, or cause to be performed, the services outlined in Attachment A, entitled "Scope of Work," which is made an integral part of this Agreement. The services to be performed by the Site Developer, hereinafter known as the "Project", shall commence no later than September 15, 2014 and those services shall be completed no later than December 31, 2015 (the "Completion Date"). Failure to promptly provide the services specified in Attachment A, as determined solely by Grantee, shall result in the termination of this Agreement by Grantee in accordance with Section 20. Funds shall be reassigned to other projects as determined by the Grantee.

The Site Developer is an independent contractor with respect to the services to be performed under this Agreement. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Grantee, nor shall any such person be entitled to any benefits available or granted to employees of the City of Durham. The Grantee shall not be obligated to pay the Site Developer any payments, fees, expenses, or compensation other than the Agreement amount.

SECTION 2. PAYMENT UNDER THE AGREEMENT.

Payments by the Grantee under this Agreement are limited to reimbursement of eligible expenditures made or eligible expenses incurred by the Site Developer, except where advance payments are explicitly authorized in writing by the Grantee at the sole discretion of the Grantee. Eligible expenditures for this project include a management and oversight fee to the Site Developer as follows: as set forth in Attachment A.

All expenditures and expenses shall be incurred in accordance with the provisions of this Agreement. A schedule of payments shall be included as a part of this Agreement in Attachment A. Payments shall be made based upon this schedule and shall only be made after the Site Developer has presented documentation of expenses that meet City approval. It is expressly understood and agreed by the Site Developer that payment by the Grantee, including any fee to the Site Developer, will not exceed the maximum sum of \$449,630.00 for all of the services specified in Attachment A. Further, the Site Developer understands and agrees that any payment made under this Agreement by the Grantee is limited to funds made available under the grant referenced above. The Grantee shall make payments upon receipt of a request for check from the Site Developer, documentation of expenditures and expenses incurred and work undertaken by the Site Developer, the time sheets and narrative description described in Section 13, where applicable and any other documentation that the Director of the Department of Community Development for the Grantee,

hereinafter referred to as DCD, may require from the Site Developer with all such documentation to be in the form and substance satisfactory to DCD. Payments shall be made by the Grantee in accordance with the provisions of this Agreement and only for activities listed in Attachment A.

SECTION 3. PROGRAM INCOME.

N/A

SECTION 4. APPLICABLE, FEDERAL, STATE, AND CITY REQUIREMENTS.

The Site Developer shall perform within and cause its subcontractors and any ultimate recipients of funds under this agreement, to comply with and be eligible under any applicable federal and state laws, regulations and administrative requirements. A compilation of references, which may apply to this Agreement, is included as Attachment B. Those references, which are checked within Attachment B, apply to this Agreement and are made an integral part of it.

SECTION 5. ASSIGNMENT OF AGREEMENT PROHIBITED.

The Site Developer shall not use this Agreement or its anticipated proceeds to borrow money. The Site Developer shall not assign any interest in this Agreement.

SECTION 6. CONFLICT OF INTEREST.

The Site Developer shall permit no member of the City's governing body and no other public official of the governing body of the Durham area who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project to have any interest, direct or indirect, in this Agreement or the proceeds thereof.

The Site Developer shall permit no members of or delegate to the Congress of the United States to be admitted to any share or part thereof or to any benefit to arise herefrom. The Site Developer shall be subject to and comply with the applicable conflict of interest provisions of the CDBG regulations as published at 24 CFR Part 570.

The parties acknowledge that Developer, or affiliates of the Developer, may in the future have a direct or indirect interest in a portion of the site being improved as a result of the Project, provided that such interest shall be limited to those established pursuant to terms expressly approved by the City. The Conflict of Interest provision provided above is limited solely to the work provided under this contract and is not applicable to future development activities to be undertaken by the Developer or its affiliates or subsidiaries.

SECTION 7. POLITICAL ACTIVITY.

The Site Developer shall not permit any of the funds, materials, property or services provided under this Agreement to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, State of North Carolina, County of Durham or the City of Durham.

SECTION 8. SITE DEVELOPER LIABLE FOR LEASES.

N/A

SECTION 9. IDENTIFICATION OF DOCUMENTS.

All reports, maps and other documents completed as a product of this Agreement, other than documents used in the administration of the Agreement, such as reports to the Grantee, shall have placed thereon by the Site Developer the following statement:

NOTE

“The preparation of this document was financed in part through funds from the City of Durham’s Community Development Block Grant Program. This grant was made available to the City of Durham under provisions of Title I of the Housing and Community Development Act of 1974, as amended, and is referred to as project number B-13-MC-370-0004.”

SECTION 10. FINANCIAL RECORDS.

The Site Developer shall establish and maintain a financial management system that will account for all funds received under this Contract and expenditures made in furtherance of the project activities, and such system shall be created and maintained in accordance with generally accepted accounting practices and procedures, (GAAP). The system shall include the following:

1. Accurate, current and complete disclosure of the financial results of activities under this Contract in accordance with GAAP. If the Site Developer’s accounting records are maintained on a cash basis, the Site Developer must develop information of accounts payable and accounts receivable through an analysis of the documents in the file, or on the basis of its best estimates.
2. Records that identify in detail the source and application of funds under this Contract. These records shall contain information pertaining to Contract awards and authorizations, encumbrances and unencumbered balances, assets, liabilities, outlays and income.

3. Effective internal controls and accountability for all funds, property and other assets attributable to the Contract. The Site Developer shall adequately safeguard all such assets and shall assure that they are used solely for the performance of this Contract.
4. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of unit cost information whenever required by the Grantee.
5. Procedures for determining the allowability and allocability of costs.
6. A general ledger in which a summary of all accounting transactions shall be maintained. In addition, the Site Developer shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the Site Developer shall be made by pre-numbered checks, used in numerical sequence and must be supported by appropriate, source documentation. Source documentation includes items such as payroll, time and attendance records, invoices, contracts, travel payments, information evidencing the nature and propriety of each payment, and notations showing the approval of an authorized official of the Site Developer.
7. On request of the Grantee, the Site Developer shall provide an accounting for all funds paid to it by the Grantee under this Contract.
8. The Site Developer's financial records shall be audited by a certified public accountant at least annually. A consolidated audit with the Site Developer's affiliates shall be acceptable to satisfy this requirement.
9. The Site Developer shall maintain such records and accounts, including property, personal and financial records so as to assure a proper accounting for all project funds, for five (5) years after the date of final payment under this Contract from the Grantee to the Site Developer. However, at any time after completion and acceptance of required audits and after the Contract termination, the Site Developer may turn these records over to the Grantee for retention.

The Site Developer shall provide any information that the DCD may reasonably request pertaining to the Site Developer's financial management under this Contract

SECTION 11. AUDITS AND INSPECTIONS.

At any time during normal business hours and as often as the Grantee, HUD, or the Comptroller General of the United States may deem necessary, the Site Developer shall make available to the Grantee, HUD, or representatives of the Comptroller General for examination, all of the Site Developer's records with

respect to matters covered by this Agreement, and the Grantee, HUD or representatives of the Comptroller shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials payable, records or personnel, and other data relative to all matters covered by this Agreement.

SECTION 12. FIDELITY BOND. (NA)

SECTION 13. REPORTING.

The Site Developer shall submit monthly or quarterly reports to the Grantee within seven (7) days following the closure of the month or quarter for which the activity is being reported. The appropriate reporting period and format for each Site Developer's activities shall be established by the Grantee in collaboration with the Site Developer prior to execution of the Site Developer's Agreement. The Site Developer shall provide to the Grantee any other information determined by the Grantee to be necessary or appropriate for the proper monitoring of this Agreement. Delays by the Site Developer in making any report to the Grantee required by this Agreement may, at the Grantee's sole discretion, result in delays in payment to the Site Developer of part of all of the Site Developer's request for funds. A delay in making a disbursement by the Grantee to the Site Developer does not change the time requirements of the Site Developer to submit reports to the Grantee.

SECTION 14. PROOF OF AGREEMENT REQUIREMENTS.

The Site Developer shall be responsible for the selection and engagement of subcontractors, consultants and other participating parties necessary for carrying out the Services. In selecting contractors and consultants, the Site Developer shall be alert to organizational conflicts of interest as well as noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade and will make awards to the bidder or offeror whose bid or offer is in the Site Developer's sole determination most advantageous to the revitalization, taking into consideration price, quality, experience and other factors. The other factors shall include (but not be limited to) the bidder's or offeror's commitment to compliance with the equal employment opportunity goals described in Section 17. The Site Developer shall advise the Grantee of all selections by the Site Developer of subcontractors or other participating parties engaged or selected for participation in carrying out the Services. The Grantee may disapprove a selection made by the Site Developer only in writing specifying the grounds of disapproval, including (i) a conflict of interest causing the Grantee to violate its obligations under state law, or (ii) demonstrated poor performance by the selected party under any previous contract with the Grantee or another public agency. The Grantee acknowledges that the parties identified in Attachment D, are acceptable to the Grantee.

The Site Developer shall furnish to the Grantee, within ten (10) days after the subcontract is executed, a copy of any subcontract if it is to be funded, whole or in part, with funds provided from this Agreement. Such subcontracts shall require subcontractors to comply with all applicable federal, state and local laws and regulations. All subcontracts shall be of a form and substance acceptable to the Grantee.

SECTION 15. PROHIBITION AGAINST SOLICITING AND ACCEPTING FAVORS AND PROCUREMENT.

Officials and employees of the Site Developer shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors.

SECTION 16. MAINTENANCE OF EFFORT.

N/A

SECTION 17. EQUAL OPPORTUNITY.

The Site Developer shall comply with the requirements of Attachment C as required by U.S. Executive Order 11246.

SECTION 18. EMPLOYMENT OPPORTUNITIES FOR SMALL BUSINESS AND LOWER INCOME PERSONS.

The Site Developer will take affirmative steps to assure that the small businesses and lower income persons of the project area (defined as the City of Durham) are utilized whenever possible as sources of supplies, equipment, construction and services.

SECTION 19. EQUAL BUSINESS (EBO) OPPORTUNITY ORDINANCE.

The Site Developer shall comply with all applicable provisions of Chapter 26 of the Durham City Code (the Equal Business Opportunity ordinance), as amended from time to time. It shall be the policy of the Site Developer to provide minorities and women equal opportunity to participate in all aspects of the Site Developer's contracting programs, including but not limited to employment, construction projects, and/or materials and services contracts, consistent with the law. It shall also be the policy of the Site Developer to prohibit discrimination against any business on the basis of race, color, national origin, religion, sex, age, handicap or veteran's status. The Site Developer shall conduct its contracting program so as to prevent such discrimination, correct present effects of past discrimination and to resolve claims of such discrimination.

The failure of the Site Developer to comply with Chapter 26 shall be a material breach of agreement, which may result in the rescission or termination of this agreement and/or other appropriate remedies in accordance with the

provisions of that chapter, this Agreement, and State law. The final version of all SDBE documents and information submitted by the Site Developer and approved by the Grantee are a legal and binding part of this Agreement.

SECTION 20. RELIGIOUS ORGANIZATIONS.

The Site Developer agrees and understands that no Community Development Block Grant funds provided under this contract shall be used for any religious activities, to promote any religious interests, or be used for the benefit of a religious organization in accordance with the Federal regulations as specified in 24 CFR 570.200(j).

SECTION 21. TERMINATION OF AGREEMENT.

Unless sooner terminated as set forth herein, the term of this Contract shall commence as of the date first set forth above and shall continue until the earlier of (a) completion of the Services, or (b) the Completion Date.

This Agreement may be terminated as follows:

1. For Cause.

- a. If, through any cause, the Site Developer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Site Developer shall violate any of the covenants, agreements or stipulations of the Agreement; or if the grant from HUD under which this Agreement is made is terminated, reduced, impounded, suspended or withheld by HUD, the Grantee shall thereupon have the right to terminate this Agreement. Termination shall be accomplished by the Grantee's giving written notice to the Site Developer at least ten (10) days prior to the date that the Agreement is to be terminated. In the event HUD reduces the amount of its grant, however, the parties hereto may amend this Agreement so that it will accommodate and reflect the action taken by HUD.

The Grantee upon written notice to the Site Developer may also withhold payment of any unearned portion of the Grant if the Site Developer is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by HUD at any time.

If the Grantee withholds payment, it shall advise the Site Developer in the written notice what action must be taken as a condition precedent to the resumption of payments. Upon such termination the Site Developer shall remit any unexpended balance of advanced payments on account of the Grant as well as such other portions of such payments previously received as determined by

the Grantee to be due. The action of the Grantee in accepting any such amount shall not constitute a waiver of any claim which the Grantee may otherwise have arising out of this Agreement.

2. For Convenience.

- a. The Agreement may also be terminated by the Grantee without cause and independently from any action by HUD pertaining to the federal grant under which this Agreement has been funded, at the convenience and the sole discretion of the Grantee. The Grantee shall provide the Site Developer with at least thirty (30) days written notice prior to the effective date of termination under this paragraph. In the event of termination for convenience, the Grantee shall make payment for the services performed and authorized expenditures incurred, if any, prior to the termination date, by the Site Developer in accordance with this Agreement. In the event of termination, all property, finished or unfinished documents, data, studies and reports purchased or prepared by the Site Developer under this Agreement, shall become the property of the Grantee and shall be delivered to the Grantee within thirty (30) days.

SECTION 22. HOLD HARMLESS PROVISION.

To the fullest extent permitted by law, the Site Developer agrees to indemnify and hold harmless the Grantee and its agents, officers and employees from any and all costs, damages, claims, judgments and expenses, including attorney's fees, that may arise in any manner from, as a result of, relating to, or in connection with the Site Developer's performance of this Agreement.

SECTION 23. REVERSION OF ASSETS.

Upon the expiration of this Agreement or termination with or without cause, the Site Developer shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. The Site Developer shall repay to the Grantee the full amount of any funds lost, misapplied, unaccounted for or inadequately accounted for in violation of this Agreement.

SECTION 24. CITY DISCRIMINATION POLICY.

The City of Durham opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under City contract.

SECTION 25. ENVIRONMENTAL REVIEW REQUIREMENT.

The Authority to Use Grant Funds was issued on March 17, 2011 by the U.S. Department of Housing and Urban Development for the Rolling Hills/Southside Redevelopment effort.

SECTION 26. SOLE AGREEMENT.

This document, and the attachments incorporated herein, contain the entire agreement between the parties with respect to the subject matter of this agreement and no statement, promises or inducements made by either party, or representative of either party with respect to the subject matter of this agreement, that is not contained in this written agreement, shall be valid and binding. This Agreement may not be enlarged, modified or altered except in writing by all the parties.

SECTION 27. RECORDS TO BE MAINTAINED

The Site Developer acknowledges that the Grantee is required by the Federal regulations specified in 24 CFR 507.506 that are pertinent to the activities to be funded under this agreement to retain certain records. The Site Developer will provide the Grantee with such information and documentation in connection therewith as the Grantee reasonably requests.

SECTION 28. E-VERIFY COMPLIANCE

The Site Developer represents and covenants that the Site Developer and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

SECTION 29. ACCESS TO SITE.

The Grantee hereby gives the Site Developer access to the Revitalization Area (or portions thereof subject to control by the Grantee) so as to allow the Site Developer to undertake and accomplish its responsibilities under this Contract.

[signature page follows]

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2014.

CITY OF DURHAM

By _____
City Manager

ATTEST:

CITY OF DURHAM

City Clerk

McCormack Baron Salazar Development,
Inc.

By _____
Kevin McCormack, President

ATTEST:

Secretary

(Affix corporate seal here)

**NORTH CAROLINA
DURHAM COUNTY**

I, a Notary Public in and for the aforesaid County and State certify that _____ personally appeared this day, and acknowledged that he or she is the _____ City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract or agreement was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk. This the _____ day of _____, 2014.

Notary Public

My Commission Expires _____

**STATE OF MISSOURI
COUNTY OF ST. LOUIS**

I, a Notary Public in and for the aforesaid County and State, certify that _____ personally appeared before me this day and stated that he or she is Secretary of McCormack Baron Salazar Development, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract or agreement with the City of Durham was signed in its name by its President, whose name is Kevin McCormack, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary. This the _____ day of _____, 2014.

Notary Public

My Commission Expires _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. This the _____ day of _____, 2014.

Finance Officer

ATTACHMENT A

Scope of Work

LOCATION

The area is approximately 12 acres and is bound by the area north of Piedmont Ave., east of South Roxboro Street, south of Chestnut Street and West of Memphis Street ("The Lofts at Southside"). Funds awarded under this agreement will be used for the design of the phase 2 and 3 redevelopment areas to include civil and landscape improvements, bid preparation and construction administration.

SCOPE OF WORK – PROFESSIONAL SERVICES ENGINEERING AND LANDSCAPE

The Site Developer shall oversee and provide the design and permitting and construction administration services for site preparation and public infrastructure improvements for phase 2 and 3 of the remaining 12 acre site as part of The Lofts at Southside Redevelopment effort. In this contract, "Work" means the services that the Site Developer is required to perform pursuant to this agreement and all of the Site Developer's duties to the City that arise out of this contract. Estimated completion date for all tasks is May 15, 2015.

REIMBURSEMENT

Reimbursement for actual costs incurred by the Site Developer in an amount not to exceed \$449,630.00. Site Developer payment will be based on the following fee schedule:

| <u>Southside Revitalization Phase 2 Public Improvements Design and Engineering Budget</u> | |
|--|------------------------------|
| <u>Use</u> | <u>City of Durham</u> |
| 1. Mass Grading Design/Project Coordination | \$47,000 |
| 2. Design Development/GMP Pricing Documents | \$48,000 |
| 3. Final Construction Documentation | \$56,000 |
| 4. Construction Administration | \$37,000 |
| 5. Reimbursable Expenses | \$18,000 |
| 6. Environmental Allowance | \$20,000 |
| 7. Legal | \$ 6,000 |
| 8. Contingency | \$33,000 |
| 9. TOTAL | \$265,000 |
| 10. Management Fee (16%) | \$42,400 |
| 11. Parking Services | \$79,840 |
| 12. Nutrient Fees/Credits | \$59,230 |
| 13. Brownfield Certification | \$3,160 |
| 14. Total | \$449,630 |

Upon completion of the above tasks, an invoice for the work completed along with a payment request form must be submitted to the Department of Community Development, 101 City Hall Plaza, Durham, North Carolina 27701. The goals of the above tasks are to design, obtain site plan approval and create bid specifications for the bidding of the site preparation and infrastructure improvements for the phase 2 and 3 site and provide construction administration during the site preparation and the installation of the infrastructure improvements.

ATTACHMENT B

Certifications and Compliance Requirements

- ☐ 1. 24 CFR Part 85 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally recognized Indian Tribal Governments.
- ☐ 2. Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-7), and as supplemented by Department of Labor regulations (29 CFR, Part 5).
- ☐ 3. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29CFR, Part 5).
- ☒ 4. Title VI of the Civil Rights Act of 1964 (PL88-352) and regulations issued pursuant thereto (24 CFR Part 1) on nondiscrimination in Federally assisted programs.
- ☒ 5. Section 109 of the Housing and Community Development Act of 1974 and regulations issued pursuant thereto (24 CFR Part 570.612 et seq., known as subpart K)
- ☒ 6. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60) on nondiscrimination in employment.
- ☒ 7. Copeland "Anti-Kick Back" Act (18 U.S.C. 874).
- ☐ 8. Section 3 of the Housing and Urban Development Act of 1968, as amended for training and employment of lower-income residents of projected areas and awarding of contracts.
- ☐ 9. Lead Based Paint Poisoning Prohibition (PL91-695).
- ☐ 10. North Carolina General Statutes 143-128 et seq.
- ☐ 11. Hatch Act (5 U.S.C. 1501-1508).
- ☐ 12. Building design, construction or alteration must comply with "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (#A-117.1-R 1971).
- ☐ 13. Executive Order 11296 relating to evaluation of flood hazard.

- ☐ 14. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended Fair Housing Policy.
- ☐ 15. Executive Order 11063 on equal opportunity in housing and nondiscrimination.
- ☐ 16. Section 306 of the Clean Air Act (42 U.S.C. 1857(h))
- ☐ 17. Environmental Protection Agency regulations (40 CFR, Part 15).
- ☒ 18. Age Discrimination Act of 1967, as amended.
- ☐ 19. The Rehabilitation Act of 1973, as amended, Sections 503 and 504, which prohibits discrimination against the handicapped.
- ☒ 20. City of Durham's Disadvantaged Business Enterprise Plan.
- ☐ 21. OMB Circular A-122 "Cost Principles for Non-Profit Organizations"
- ☐ 22. Treasury Circular 1075 relating to the use of Community Development funds within 72 hours after drawdown.
- ☐ 23. Community Development Administrative Regulations 24 CFR 570.
- ☐ 24. N. C. Fair Housing Law
- ☐ 25. City of Durham Fair Housing Law
- ☐ 26. OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations"

ATTACHMENT C

Equal Employment Opportunity U. S. Executive Order 11246 (excerpts)

"During the performance of this Agreement, the Site Developer being referred to as Site Developer, agrees as follows:"

1. " The Site Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Site Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Site Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. "The Site Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Site Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. "The Site Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract officer, advising the labor union or workers' representative of the Site Developer's commitments under Section 2020 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. "The Site Developer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. "The Site Developer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and, by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. "In the event of the Site Developer's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Site Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

7. "The Site Developer will include the provisions of Paragraphs 1 through 7

in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Site Developer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided however, that in the event the Site Developer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Site Developer may request the United States to enter into such litigation to protect the interest of the United States."